

FILED

03 MAY -5 PM 1:11 IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
WESTERN DIVISION

U.S. DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
TOLEDO

Farm Labor Organizing Committee, et al.,	:	
	:	Case No. 3:96CV7580
Plaintiff,	:	
	:	Judge James G. Carr
v.	:	
	:	
Ohio State Highway Patrol, et al.,	:	
	:	
Defendant.	:	

SETTLEMENT AGREEMENT

1. This Settlement Agreement is made between Farm Labor Organizing Committee, Irma Esparza, and Jose Aguilar, and all other named and/or unnamed members of the class, hereinafter the Plaintiffs, and the Ohio State Highway Patrol, Warren Davies, Kenneth B. Marshall, Kevin Kiefer, Bill Healy, Barry Elder, and Bruce Elling, hereinafter the Defendants.
2. Plaintiffs have asserted various claims against the Defendants in an action now pending in the United States District Court, Northern District of Ohio, Western Division, titled *Farm Labor Organizing Committee, et al., v. Ohio State Highway Patrol, et al.*, and identified as United State District Court Case No. 3:96CV7580.
3. This Settlement Agreement is made as a compromise between all parties for the complete and final settlement of their claims, differences, and causes of action with respect to the dispute described above.
4. It is understood by Plaintiffs and Defendants that the facts upon which this Settlement Agreement is made may hereafter prove to be other than or different from the facts now known by the parties or believed by them to be true. Each of the parties hereto expressly accepts and assumes the risk of the facts proving to be so different, and each of the parties hereto agree that all the terms of this Agreement shall be in all respects effective and not subject to termination or rescission by reason of any such difference in facts.
5. The parties agree that the terms of this Compromise and Settlement Agreement bind the parties hereto, and their assigns and successors in interest.
6. The Plaintiffs understand this Settlement Agreement is a compromise of disputed claims and payment thereof is not to be construed as an admission of liability on

the part of any of the Defendants.

7. This Settlement Agreement and Release of All Claims contains the entire agreement between the parties with regard to the matters set forth herein. There are no other understandings or agreements, verbal or otherwise, in relation thereto, between the parties except as expressly set forth herein.
8. In consideration of the mutual covenants set forth herein, the parties agree as follows:
  - A. Defendant Ohio State Highway Patrol agrees to pay Plaintiff Irma Esparza and Plaintiff Jose Aguilar, the sum of seven thousand five hundred and No/100 dollars (\$7,500.00) each. No interest on this amount shall be paid. No representation is made by the Defendants as to the tax consequences of payment of the amount specified in this paragraph.
  - B. The Plaintiffs agree that all claims, demands, rights, causes of action, costs, loss of services, expenses, and any and all other damages on account of, or in any way arising out of the actions or inactions of any Defendant, officers, employees, servants, or agents, during or arising out of the incident described in the complaint in United States District Court Case No. 3:96CV7580 be released, settled, satisfied, discharged and compensated.
  - C. Defendant Ohio State Highway Patrol agrees to pay attorneys' fees to the Equal Justice Foundation in the amount of eighty-five thousand No/100 dollars (\$85,000.00).
  - D. In the course of settlement negotiations, Defendant Ohio State Highway Patrol provided Plaintiffs' counsel with copies of Ohio State Highway Patrol policy, procedure, and training information with respect to the issue of racial bias. Defendant Ohio State Highway Patrol acknowledges its good faith willingness and agreement to continue to maintain such policy, procedure, and training, or similar policy, procedure, and training, that recognize and address the issues associated with racial bias.
  - E. Pursuant to Court order, Defendant Ohio State Highway Patrol has maintained documentation regarding traffic stops outside of the normal record retention schedule for said documents. These documents are no longer needed and shall revert to the record retention policy currently in effect for those documents.
9. The Plaintiffs agree to be bound by a journal entry dismissing with prejudice the above described claim known as United States District Court Case No. 3:96CV7580 and the attached Release of Claims.

10. The parties hereto acknowledge and agree that this Settlement Agreement shall not be binding on any of the parties until it has been presented to the Ohio Attorney General for his approval, and the Ohio Attorney General has approved the agreement. The parties further acknowledge that the signature of the Assistant Attorney General on this Settlement Agreement is on behalf of Defendants and is not to be construed as the approval of the Ohio Attorney General. If the Ohio Attorney General shall fail or refuse to approve the settlement, this Settlement Agreement shall be null and void and without any force or effect, and none of the parties shall be bound thereby.
11. The parties hereto acknowledge and agree that this Settlement Agreement shall not be binding on any of the parties until it has been duly presented to the United States District Court, Northern District of Ohio, Western Division, for the Court's approval, and the Court has approved the Settlement Agreement. If the Court shall fail or refuse to approve the Settlement Agreement, this Agreement shall be null and void and without any force or effect, and none of the parties shall be bound thereby.
12. The undersigned have read the terms and conditions of this Settlement Agreement, understand all its terms, if signing on behalf of a principal, have authority to sign settlement documents on its behalf, and have executed this Settlement Agreement voluntarily.

1-31-2003  
DATE

Irma Esparza  
Irma Esparza - Plaintiff

SSN 614-073822

01/31/2003  
DATE

Jose Aguilar  
Jose Aguilar - Plaintiff

SSN 270-90-6459

01/31/03  
DATE

Mark Finnegan  
Mark Finnegan  
Counsel for Plaintiffs

1/21/03  
DATE

Kimberly M. Skaggs  
Kimberly M. Skaggs  
Counsel for Plaintiffs

2-28-03  
DATE

Col. Paul D. McClellan  
Col. Paul D. McClellan  
Ohio State Highway Patrol

2-7-03  
DATE

Kevin Kiefer  
Kevin Kiefer - Defendant

1-21-03  
DATE

Warren Davies  
Warren Davies - Defendant

3-3-03  
DATE

Kenneth B. Marshall  
Kenneth B. Marshall - Defendant

2-26-03  
DATE

Bill Healy  
Bill Healy - Defendant

1/29/03  
DATE

Barry Elder  
Barry Elder - Defendant

2/20/2003  
DATE

Bruce M. Elling  
Bruce Elling - Defendant

4/18/03  
DATE

Tomi L. Dorris  
Tomi L. Dorris  
Assistant Attorney General  
Counsel for Defendants

4/18/03  
DATE

Carol Hamilton O'Brien  
Carol Hamilton O'Brien  
Assistant Attorney General  
Counsel for Defendants

4/18/03  
DATE

Jim Petro  
Jim Petro  
Attorney General  
State of Ohio

*Chris Ryzny AG -  
Criminals*

FILED

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**RELEASE OF ALL CLAIMS**

U.S. DISTRICT COURT  
NORTHERN DIVISION ON OHIO

The undersigned, Farm Labor Organizing Committee, Irma Esparza, Jose Aguilar, and all other named and unnamed members of the class, in consideration of the sum of seven thousand five hundred and No/100 dollars (\$ 7,500.00), said amount to be paid to both Plaintiff Irma Esparza and to Jose Aguilar, each, in settlement of United States District Court, Northern Division on Ohio, Western Division, Case No. 3:96CV7580 titled Farm Labor Organizing Committee, et al., v. Ohio State Highway Patrol, et al., voluntarily and knowingly execute this Release with the express intention of effecting the extinguishment of obligations herein designated.

The Plaintiffs, Farm Labor Organizing Committee, Irma Esparza, Jose Aguilar, and all other named and unnamed members of the class, do hereby release, hold harmless from any liability, and forever discharge the Ohio State Highway Patrol, Warren Davies, Kenneth B. Marshall, Kevin Kiefer, Bill Healy, Barry Elder, and Bruce Elling, their agents, servants, employees and officers, personally, individually, and in any other capacity, from any and all claims, actions, causes of action, demands, costs, loss of services, expenses, and any and all other damages which the undersigned ever had, now has, or may have, or claim to have, against the Ohio State Highway Patrol, Warren Davies, Kenneth B. Marshall, Kevin Kiefer, Bill Healy, Barry Elder, and Bruce Elling or their agents, servants, employees or officers, on account of or in any way arising out of the incident stated in the Complaint filed in United States District Court, Northern Division on Ohio, Western Division Case No. 3:96CV7580.

Defendant Ohio State Highway Patrol agrees to pay attorneys' fees to the Equal Justice Foundation in the amount of eighty-five thousand No/100 dollars (\$85,000.00).

This Release and the Settlement Agreement constitute the entire agreement between the parties hereto, and the terms of this Release are contractual and not a mere recital.

IN WITNESS WHEREOF, I have hereunto set my hand this 31<sup>st</sup> day of January 2003.

Irma Esparza  
Irma Esparza

S.S. No. 614-073822

Jose Aguilar  
Jose Aguilar

S.S. No. 270-90-6459

Bellema Khagwa  
Representative  
Farm Labor Organizing Committee

Federal I.D. No. 34-1044086

Sworn to and subscribed in my presence on this the \_\_\_\_\_ day of January 2003.

\_\_\_\_\_  
NOTARY PUBLIC

FILED

03 MAY -5 PM 4  
IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
WESTERN DIVISION

CLERK U.S. DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
COLUMBUS

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	:	Case No. 3:96CV7580
Plaintiff,	:	
	:	Judge James G. Carr
v.	:	
	:	
Ohio State Highway Patrol, et al.,	:	
	:	
Defendant.	:	

ATTORNEY GENERAL'S APPROVAL OF SETTLEMENT

The Attorney General of Ohio has reviewed the Settlement Agreement in the above-captioned action and hereby approves it on this the 10 day of <sup>April 18, 2003</sup> ~~January~~ 2003.

Respectfully submitted,

*Jim V. Petro*, Chief Deputy Atty. General  
 Jim Petro  
 Attorney General of Ohio

*Account Justice*